



CEDAR CITY

10 NORTH MAIN • CEDAR CITY, UTAH 84720
435-586-2950 • FAX: 435-586-4362
www.cedarcity.org

Mayor
Joe Burgess

Council Members
Ronald R. Adams
Nina R. Barnes
John Black
Paul Cozzens
Don Marchant

City Manager
Rick B. Holman

MUNICIPAL BUILDING AUTHORITY WORK/ACTION MEETING SEPTEMBER 4, 2013

The Cedar City Municipal Building Authority will hold a work/action meeting on Wednesday, September 4, 2013, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 1. Employee of the month, Jonathan Stathis - EAC
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 1. Approval of Minutes dated June 5 & 12, 2013
 2. Consideration and adoption of a Resolution authorizing an annually renewable Lease, a Master Resolution, Security Documents and the issuance and sale by the Authority of its Municipal Building Authority of Cedar City, Iron County, Utah Lease Revenue Bond, Series 2013 to finance the cost of acquiring equipment and accessories appurtenant to the City's public safety facilities and the operation thereof; calling of a public hearing to receive input with respect to the issuance of Lease Revenue Bonds and any impact to the private sector from the construction of the Facility to be funded by the Bonds; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated.

Dated this 3rd day of September, 2013.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 3rd day of September, 2013.

A handwritten signature in cursive script that reads "Renon Savage". The signature is written in dark ink and is positioned above a horizontal line.

Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

MUNICIPAL BUILDING AUTHORITY MINUTES
JUNE 12, 2013

The Municipal Building Authority held a work meeting on Wednesday June 12, 2013, at 6:39 p.m. in the Council Chambers at the City Office at 10 North Main Street, Cedar City, UT.

PRESENT: Chair Ron Adams; Secretary Don Marchant. Members: Nina Barnes; John Black; Joe Burgess; Paul Cozzens.

EXCUSED: Councilmember John Black.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Leisure Services Director Dan Rodgerson; Public Works Director Ryan Marshall.

OTHERS PRESENT: Bev Burgess, Fred Rowley, Paige Gunn, Doug Hall, Kristen Daniel, Tom Jett.

CALL TO ORDER: Chair Adams called the meeting to order at 6:39 p.m.

APPROVAL OF MINUTES DATED JUNE 6 & 13, 2012: Councilmember Barnes moved to approve the minutes dated June 6 & 13, 2012; second by Councilmember Marchant; vote unanimous.

CONSIDER A RESOLUTION ADOPTING THE FISCAL YEAR 2013-2014 BUDGET – JASON NORRIS: Councilmember Cozzens moved to approve the resolution adopting the Fiscal Year 2013-14 budget; second by Councilmember Marchant; vote as follows:

AYE:	<u>4</u>
NAY:	<u>0</u>
ABSTAINED:	<u>0</u>

ADJOURN: Marchant moved to adjourn at 6:41 p.m.; second by Barnes; vote unanimous.

Renon Savage, CMC
City Recorder

MUNICIPAL BUILDING AUTHORITY WORK MINUTES
JUNE 5, 2013

The Municipal Building Authority held a work meeting on Wednesday June 5, 2013, at 7:23 p.m. in the Council Chambers at the City Office at 10 North Main Street, Cedar City, UT.

PRESENT: Chair Ron Adams; Secretary Don Marchant. Members: Nina Barnes; John Black; Joe Burgess; Paul Cozzens.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Fire Chief Paul Irons; Leisure Services Director Dan Rodgers; Street Superintendent Jeff Hunter; Public Works Director Ryan Marshall; K-9 Officer Clint Pollock; Economic Development Director Brennan Wood.

OTHERS PRESENT: Terry Irons, Tim Watson, Bev Burgess, Fred Rowley, Kerry Fain, Shari Rudd, Don Adams, Melissa Montiano, Roland Gow, Bruce Hughes, Josh Huntsman, Steve Ahlgreen, Kristen Daniel, Doug Hall, Gerald Van Iwaarden, Ralph McAfee, Tom Jett, Melodie Jett, Spencer Grant.

CALL TO ORDER: Chair Adams called the meeting to order at 7:23 p.m.

PUBLIC HEARING FOR THE FISCAL YEAR 2013-14 BUDGET – JASON NORRIS: Chair Adams opened the public hearing. There were no comments. The hearing closed.

ADJOURN: Councilmember Barnes moved to adjourn and move into the City Council Executive Session at 7:23 p.m.; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

Cedar City, Utah

September 4, 2013

The Board of Trustees (the "Board") of the Municipal Building Authority of Cedar City, Iron County, Utah (the "Authority") pursuant to due notice met in Regular Public Session at its regular meeting place, the Cedar City Office, 10 North Main Street, Cedar City, Utah, at 5:30 o'clock p.m. on Wednesday, the 4th day of September, 2013, with the following members of the Board being present, constituting a quorum of the Board:

<u>Name</u>	<u>Title</u>
Joe Burgess	President
Ronald Adams	Member
Nina Barnes	Member
John Black	Member
Donald Marchant	Member
Paul Cozzens	Member

Also Present:

Renon Savage	Secretary
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Absent:

After the minutes of the preceding meeting had been duly read and approved, the Secretary presented to the Board an affidavit evidencing the giving of not less than 24 hours public notice of the agenda, date, time and place of the September 4, 2013, Regular Meeting of the Board in compliance with the requirements of §52-4-202, et. seq., Utah Code Annotated, 1953, the Utah Open Meeting Act, by (1) posting written notice of the meeting at the principal office of the Authority; and (2) providing notice to at least one (1) newspaper of general circulation within the geographic jurisdiction of the Authority, or to a local media correspondent. The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
 : SS.
COUNTY OF IRON)

I, RENON SAVAGE, the undersigned, the duly appointed, qualified and acting Secretary of the Municipal Building Authority of Cedar City, Iron County, Utah (the "Authority") do hereby certify, according to the records of the Authority in my official possession and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202(1), Utah Code Annotated, 1953, as amended, I gave not less than 24 hours public notice of the agenda, date, time and place of the September 4, 2013, General Public Meeting held by the Board of the Authority, by:

(a) causing a Notice of Regular Meeting to be posted at the principal office of the Board at the Cedar City Office in Cedar City, Utah, on September 3, 2013, at least 24 hours before the convening of the meeting, in the form attached hereto as Exhibit A; said Notice of Regular Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Board until the convening of the meeting; and

(b) causing a copy of the Notice of Regular Meeting in the form attached hereto as Exhibit A to be provided on September 3, 2013, at least 24 hours before the convening of the meeting to the Spectrum, St. George, Utah, a newspaper of general circulation within the geographic jurisdiction of the Authority and to each local media correspondent, newspaper, radio station or television station which has requested notification of meetings of the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed or imprinted hereon the official seal of the Authority, this 4th day of September, 2013.

MUNICIPAL BUILDING AUTHORITY
OF CEDAR CITY

By _____
Secretary

[SEAL]

EXHIBIT A

[Attach Notice of Public Meeting]

NOTICE AND AGENDA OF REGULAR MEETING

* * * * *

PLEASE TAKE NOTICE that the Board of Trustees of the Municipal Building Authority of Cedar City, will hold a Regular Meeting on Wednesday, the 4th day of September, 2013, at its regular meeting place, the Cedar City Office, 10 North Main Street, Cedar City, Utah, at the hour of 5:30 o'clock p.m.

The Agenda for the meeting consists, in part, of the following:

- (1) Consideration and adoption of a Resolution authorizing an annually renewable Lease, a Master Resolution, Security Documents and the issuance and sale by the Authority of its Municipal Building Authority of Cedar City, Iron County, Utah Lease Revenue Bond, Series 2013 to finance the cost of acquiring fire trucks and related public safety equipment; calling of a public hearing to receive input with respect to the issuance of Lease Revenue Bonds and any impact to the private sector from the construction of the Facility to be funded by the Bonds; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated; and
- (2) Any other business that may come before said meeting.

DATED this 3rd day of September, 2013.

MUNICIPAL BUILDING AUTHORITY
OF CEDAR CITY

By _____
Secretary

Thereupon, after the conduct of other business not pertinent to the following, the following Resolution was introduced, in written form by the President and, pursuant to motion duly made by _____, and seconded by _____, was adopted by the following vote:

AYE: Ronald Adams
Nina Barnes
John Black
Donald Marchant
Paul Cozzens

Nay: None.

This Resolution was thereupon signed by the President, was attested and countersigned by the Secretary and was ordered recorded in the official record of the Authority.

The Resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE MUNICIPAL BUILDING AUTHORITY OF CEDAR CITY, IRON COUNTY, UTAH AUTHORIZING AND APPROVING THE EXECUTION BY THE AUTHORITY OF AN ANNUALLY RENEWABLE LEASE AGREEMENT, BY AND BETWEEN THE AUTHORITY AND CEDAR CITY, IRON COUNTY, UTAH (THE "CITY"); AUTHORIZING THE ISSUANCE AND SALE OF ITS LEASE REVENUE BOND, SERIES 2013 (THE "BOND"); AUTHORIZING THE EXECUTION BY THE AUTHORITY OF A MASTER RESOLUTION, SECURITY DOCUMENTS AND OTHER RELATED DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE FINANCING OF THE COST OF ACQUIRING FIRE TRUCKS AND RELATED PUBLIC SAFETY EQUIPMENT; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, Cedar City, Iron County, Utah (the "City") has previously authorized and directed the creation of the Municipal Building Authority of Cedar City (the "Authority") pursuant to the provisions of a Resolution adopted on April 1, 1987 (the "Creating Resolution"); and

WHEREAS, pursuant to the direction of the Mayor and City Council contained in the Creating Resolution, the Authority has been duly and regularly created, established, and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and

laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, under the Articles of Incorporation of the Authority (the "Articles"), the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Act in order to accomplish the public purpose for which the City exists; and

WHEREAS, the Authority intends to acquire fire trucks and related public safety equipment; and

WHEREAS, the City desires to lease, as lessee on an annually renewable basis, fire trucks and related public safety equipment (the "Equipment") to be used by the city in the performance of its public purposes; and

WHEREAS, the Authority desires to lease the Equipment, as lessor, on an annually renewable basis, to the City as lessee; and

WHEREAS, the Equipment is to be leased to the City, as lessee, on an annually renewable basis by the Authority, as lessor, pursuant to the terms and provisions of that certain Lease Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit "A" (the "Lease") and herein authorized and approved; and

WHEREAS, to finance the costs of acquiring the Equipment, the Authority proposes to issue its Lease Revenue Bond, Series 2013 in the principal amount not to exceed \$1,500,000 (the "Series 2013 Bond") pursuant to this Resolution and a Master Resolution (the "Master Resolution"), in substantially the form presented to this meeting and attached hereto as Exhibit "B", the Authority proposes to secure its payment obligations under the Series 2013 Bond by executing a Security Agreement and financing statements with respect to the Equipment in substantially the forms presented to this meeting and attached hereto as Exhibit "C" (collectively the "Security Documents") for the benefit of the holders of the Series 2013 Bond; and

WHEREAS, the Series 2013 Bond shall be payable solely from the rents, revenues and other income derived by the Authority from the leasing of the Equipment to the City on an annually renewable basis, and shall not constitute or give rise to an obligation or liability of the City or constitute a charge against its general credit or taxing power; and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by entering into the Lease; and

WHEREAS, the State of Utah Permanent Community Impact Fund Board (the "Purchaser") has offered to purchase the Series 2013 Bond and the Authority desires to sell the Series 2013 Bond; and

WHEREAS, the Mayor and City Council, by its Resolution dated September 4, 2013 (the "City Resolution") shall authorize, approve and direct the execution of the Lease and shall authorized the issuance of the Series 2013 Bond and acquisition of the Equipment, and shall further authorize the execution of the Lease, the Master Resolution and the Security Documents, and certain other acts to be taken by the Authority in connection therewith; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (i) give notice of its intent to issue such Bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of the Bonds and the potential economic impact on the private sector from the construction of the facility to be funded by the Bonds; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, in order to allow for flexibility in setting the financial terms of the Series 2013 Bonds once costs of the Equipment are finally determined and to optimize debt service costs to the Issuer, the Authority desires to grant to the President, in accordance with state law, the authority to approve the interest rates, principal amounts, terms maturities, redemption features and purchase price at which the Series 2013 Bonds shall be sold and any changes with this Resolution, provided that such terms do not exceed the parameters set forth for such terms in Sections 6 and 17 of this Resolution (the "Parameters");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MUNICIPAL BUILDING AUTHORITY OF CEDAR CITY AS FOLLOWS:

Section 1. All action heretofore taken (not inconsistent with the provisions of this Resolution, the City Resolution or the Creating Resolution) by the Governing Board and by the officers of the Authority directed toward the issuance of the Series 2013 Bond are hereby ratified, approved and confirmed.

Section 2. The Governing Board hereby authorizes, approves and directs the leasing of the Equipment to the City by the Authority in the manner provided in the Lease.

Section 3. The Lease, in the form presented to this meeting and attached hereto as Exhibit "A", is in all respects approved, authorized and confirmed and the President of the Authority is authorized to approve the final terms thereof and to execute and deliver the Lease in the form and with substantially the same content as set forth in Exhibit "A" for and on behalf of the Authority.

Section 4. The Master Resolution in substantially the form presented to this meeting and attached hereby as Exhibit "B" is in all respects authorized, approved and confirmed. The President of the Authority is hereby authorized to execute and deliver the Master Resolution in the form and with substantially the same content as set forth in Exhibit "B" for and on behalf of the Authority.

Section 5. For purposes of providing funds (1) to acquire the Equipment; and (2) to pay certain costs of issuance of the Series 2013 Bond, and for such other purposes as may be authorized

under the Master Resolution, the Authority shall issue the Series 2013 Bond which shall be designated the "Municipal Building Authority of Cedar City Lease Revenue Bond, Series 2013."

Section 6. The Authority hereby authorizes the issuance of the Series 2013 Bond in an amount not to exceed \$1,500,000 and the sale of the Series 2013 Bond to the State of Utah Permanent Community Impact Fund Board (the "Purchaser"). The Series 2013 Bond shall be dated, shall be issued as a fully registered bond, and shall mature as provided in the Master Resolution.

The forms, terms and provisions of the Series 2013 Bond and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution in the form to be executed by the Authority. The Series 2013 Bond shall mature prior to the expiration of the estimated useful life of the Equipment. The President of the Authority is hereby authorized to execute the Series 2013 Bond, to place thereon the seal of the Authority and to deliver the Series 2013 Bond to the Purchaser. The Secretary of the Governing Board of the Authority is authorized to attest to the signature of the President and affix the seal of the Authority to the Series 2013 Bond and to authenticate the Series 2013 Bond. The signatures of the President and the Secretary of the Governing Board of the Authority may be by facsimile or manual execution.

Section 7. The appropriate officials of the Authority are hereby authorized to execute and deliver the Security Documents in substantially the forms and with substantially the same content as set forth in Exhibit "C" attached hereto for and on behalf of the Authority.

Section 8. The appropriate officers of the Authority are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transaction as contemplated thereby and are authorized to take all action necessary in conformity with the Acts and the Articles to lease the Equipment to the City pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2013 Bond.

Section 9. Upon the issuance, the Series 2013 Bond will constitute regular limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2013 Bond and the Master Resolution. No provision of this resolution or of the Lease, the Master Resolution, the Security Documents, the Series 2013 Bond, or any other instrument, shall be construed as creating a general obligation of the City, or as incurring or creating a charge upon the general credit of the City or its taxing powers. As specified by the City in the City Resolution, the City shall have no power to pay out of its funds, revenues, or accounts, or otherwise contribute any part of the cost of making any payment in respect of the Series 2013 Bond, except in connection with the payment of the Base Rentals, Additional Rentals, and Purchase Option Price, pursuant to the Lease (as those terms are defined in the Lease), which may be terminated by the City on any annual renewal date thereof in accordance with the provisions of such Lease.

Section 10. The appropriate officials of the Authority are authorized to make any alterations, changes or additions in the Lease, the Master Resolution and the Security Documents herein authorized and approved which may be necessary which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said

instruments, to the provisions of this Resolution, the City Resolution, the Creating Resolution or any resolution adopted by the City or the Authority, or the provisions of the laws of the State of Utah or the United States.

Section 11. If any provisions of this Resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this Resolution or the exhibits.

Section 12. The Secretary of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and to place the seal of the Authority on the Lease, the Master Resolution, the Security Documents, the Series 2013 Bond, and any other documents authorized, necessary or proper pursuant to this Resolution or any resolution of the City or the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any and all additional certificates, documents and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and any resolution of the Authority.

Section 13. The form, terms and provisions of the Series 2013 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be set forth in the Master Resolution. The President and the Secretary of the Issuer are hereby authorized and directed to execute and seal the Series 2013 Bonds.

Section 14. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution and the Series 2013 Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2013 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

Section 15. In consideration of the purchase of the Series 2013 Bond by the holders thereof from time to time, the obligations and undertakings of the City under the Lease, and in accordance with the provisions of the Act and the Articles, the Authority does hereby pledge to and agree with the holders of the Series 2013 Bond and the City that the Authority, to the extent of its powers under the Articles and under the Constitution and laws of the State of Utah, including the Act, will not alter, impair or limit the rights vested in the holders of the Series 2013 Bond or the City until the Series 2013 Bond is deemed to have been discharged in accordance with the terms and provisions of the Master Resolution, the Lease, and the Security Documents.

Section 16. After any of the Series 2013 Bond is delivered to the Purchaser and upon receipt of payment therefore, this Resolution shall be and remain irrevocable until the Series 2013 Bond is deemed to have been fully discharged in accordance with the terms and provisions of the Master Resolution.

Section 17. The Issuer shall hold a public hearing on October 2, 2013, to receive input from

the public with respect to the issuance of the Bonds and any potential economic impact to the private sector from the construction of the Facility to be funded by the Bonds, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is (A) first published once a week for two consecutive weeks in the Spectrum, a newspaper of general circulation in the Issuer and (B) published on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended. The Issuer directs its officers and staff to publish a Notice of Public Hearing in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on October 2, 2013, at the hour of 5:30 p.m., the Board of Trustees of the Municipal Building Authority of Cedar City, Iron County, Utah (the "Issuer"), shall hold a public hearing. The location of the public hearing is the City Office, 10 North Main Street, Cedar City, Utah. The purpose of the meeting is to receive input from the public with respect to the issuance of the Lease Revenue Bonds for the purpose of (i) financing a portion of the cost of acquiring fire trucks and related public safety equipment and (ii) any potential economic impact that the Equipment financed in whole or in part with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

DATED this 4th day of September, 2013.

/s/ Renon Savage
City Recorder

[Publish once each week for two consecutive weeks.]

Section 18. The Issuer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Bonds to be Issued in substantially the following form:

NOTICE BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN that on September 4, 2013, the Board of Trustees of the Municipal Building Authority of Cedar City, Iron County, Utah (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Lease Revenue Bonds (the "Bonds") pursuant to the provisions of the Utah Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the "Act").

PURPOSE FOR ISSUING BONDS

The Issuer intends to issue the Bonds for the purpose of (i) financing a portion of the cost of acquiring fire trucks and related public safety equipment; and (ii) paying costs of issuing the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the principal amount of not to exceed \$1,500,000, to bear interest at a rate not to exceed 2.5% per annum, to mature in not to more than 20 years from their date or dates, and to be sold at a price not less than 100% of the total principal amount thereof, plus accrued interest, if any, to the date of delivery. The Bonds will specify that any installment of principal on the Bonds which shall not be paid when due shall bear interest at the rate of 18% per annum from the due date thereof until paid.

The Bonds are to be issued and sold by the Issuer pursuant to said resolution of the Board of Trustees of the Authority duly adopted on September 4, 2013, and pursuant to the provisions of the Utah Local Building Authority Act, Chapter 2 of Title 17D of the Utah Code Annotated 1953, as amended (the "Act"), are to be issued for the purpose of defraying the cost of acquiring fire trucks and related public safety equipment; and for paying all costs incident thereto and to the authorization and issuance of the Bonds.

A copy of the Resolution is on file in the office of the City Recorder in Cedar City, Utah, where it may be examined during regular business hours of the City Recorder from 9:00 a.m. to 3:00 p.m., Monday through Friday, for a period of at least 30 days from and after date of the last date of publication of this Notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the above-described Resolution of the Board of Trustees of the Authority adopted on September 4, 2013, the Master Resolution (only as it relates to the Bonds), or the Bonds or any provision made for the security and payment of the Bonds, and that after such time no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.

DATED this 4th day of September, 2013.

/s/ Renon Savage
City Recorder

[Publish one time only.]

Section 19. All bylaws, orders and resolutions of the Authority or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 20. This Resolution shall become effective immediately upon adoption by the Governing Board of the Authority.

ADOPTED AND APPROVED by the Board of Trustees of the Municipal Building Authority of Cedar City, Iron County, Utah, this 4th day of September, 2013.

MUNICIPAL BUILDING AUTHORITY
OF CEDAR CITY

By _____
President

ATTEST:

Secretary

[SEAL]

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business of the Agenda, the meeting was adjourned.

MUNICIPAL BUILDING AUTHORITY
OF CEDAR CITY

By _____
President

ATTEST:

Secretary

[SEAL]

STATE OF UTAH)
 : SS.
COUNTY OF IRON)

I, RENON SAVAGE, hereby certify that I am the duly appointed, qualified and acting Secretary of the Municipal Building Authority of Cedar City.

I further certify that the above and foregoing instruments constitutes a true and correct copy of the minutes of a regular meeting of the Board of Trustees of said Authority, including a Resolution adopted at said meeting held on September 4, 2013, as said minutes and Resolution are officially of record in my possession, and that a copy of the said Resolution was deposited in my office on September 4, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Authority this 4th day of September, 2013.

Secretary

(SEAL)

EXHIBIT "A"

LEASE

[See Transcript Document No. ____]

EXHIBIT "B"

MASTER RESOLUTION

[See Transcript Document No. ____]

EXHIBIT "C"

SECURITY DOCUMENTS

[See Transcript Document No. ____]

SECURITY AGREEMENT

I. THIS SECURITY AGREEMENT, dated _____, 2013, is made between the State of Utah acting through the Permanent Community Impact Fund Board (Community Impact Board) (called Secured Party) and the Municipal Building Authority of Cedar City (called Debtor), whose mailing address is 10 North Main Street, Cedar City, Utah 84720;

II. BECAUSE Debtor is justly indebted to Secured Party as evidenced by the Lease Revenue Bonds, Series 2013 (the "2013 Bond") in the total principal amount of \$1,270,000 (the "Bonds") and/or other security instruments, and is payable to the order of Secured Party, and authorizes acceleration of the entire indebtedness at the Option of Secured Party upon any default by Debtor; and

It is the purpose and intent of this instrument that, among other things, shall secure payment of the Bonds; and

NOW THEREFORE, in consideration of amounts loaned under the Bonds to secure the prompt payment of all existing and future indebtedness and liabilities of Debtor to Secured Party and of all renewals and extensions of such indebtedness and any additional loans or future advances to Debtor before or after made or insured by Secured party at all times when the Bonds are held by an insured holder, to secure performance of Debtor's agreement in this instrument to indemnify and save harmless Secured Party against loss under its insurance contract by reason of any default by Debtor, and to secure the prompt payment of all advances and expenditures made by Secured Party, with interest, as described in this instrument, and the performance of every covenant and agreement of Debtor contained in this instrument or in any supplementary agreement:

DEBTOR GRANTS to Secured Party a security interest in Debtor's interest in the following collateral, including the proceeds and products thereof, after this collateral.

The following equipment now owned or hereafter acquired by Debtor, together with all replacement, substitutions, additions, and accessions thereto:

<u>Item</u>	<u>Serial Number/Vin#</u>
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Firetruck	
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Firetruck	
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[See Exhibit "A" attached hereto.]

III. DEBTOR, WARRANTS, COVENANTS, AND AGREES THAT:

A. Debtor is the absolute and exclusive owner of the above-described collateral and such collateral is free from all liens, encumbrances, security and other interests and the Debtor will defend the collateral against the claims and demands of all other persons.

B. Debtor will (1) use the loan funds for the purposes for which they were or are advanced, (2) care for and maintain the collateral in a good and proper manner, (3) insure the collateral in such amounts and manner as may be required by Secured Party, and if Debtor fails to do so, Secured Party, at its option, may procure such insurance, (4) permit Secured Party to inspect the collateral at any reasonable time, (5) not abandon the collateral or encumber, conceal, remove, sell or otherwise dispose of it or of any interest in the collateral, or permit others to do so, without the prior written consent of Secured Party, and (6) not permit the collateral to be levied upon, injured or destroyed, or its value to be impaired.

C. Debtor will pay promptly when due all (1) indebtedness evidenced by the Bonds and any indebtedness to Secured Party secured by this instrument, (2) rents, taxes (if applicable) insurance premiums and costs of lien searches and maintenance and other charges now or later attaching to, levied on or otherwise pertaining to the collateral or this security interest, and (3) filing or recording fees for instruments necessary to perfect, continue, service, or terminate this security interest.

D. Any amount due and unpaid under the terms of the Bonds may be credited by Secured Party on the Bonds and thereupon shall constitute an advance by Secured Party for the account of Debtor. Any advance by Secured Party as described in this paragraph shall bear interest at the bond rates from the date on which the amount of the advance was due to the date of payment to Secured Party.

E. Whether or not the Bonds are insured by Secured Party, Secured Party may at any time pay any other amount required in this instrument to be paid by Debtor and not paid when due, including any cost and expenses for the preservation or protection of the collateral or this security interest, as advances for the account of Debtor. All such advances shall bear interest at the rates borne by the Bonds that has the highest interest rate.

F. All advances by Secured party as described in this instrument, with interest, shall be immediately due and payable by Debtor to Secured Party without demand at the place designated in the latest Bond and shall be secured by this instrument. No such advance by Secured Party shall relieve Debtor from breach of the covenant to pay. Any payment made by debtor may be applied on the Bonds or any indebtedness to Secured Party secured hereby, in any order Secured Party determines.

G. In order to secure or better secure the above-mentioned obligations or indebtedness, Debtor will execute and deliver to Secured Party at any time, upon demand, such additional security instruments on such real and personal property as Secured Party may require.

IV. IT IS FURTHER AGREED THAT:

A. Until default Debtor may retain possession of the collateral.

B. Default shall exist under this instrument if Debtor fails to perform or discharge any obligation or to pay promptly any indebtedness secured by this instrument or to observed or perform any covenants or agreements in this instrument, or in any supplementary agreement contained, or if any of Debtor's representations or warranties herein prove false or misleading, or upon the death or incompetence of the parties named as Debtor, or upon the bankruptcy or insolvency of anyone of the parties named as Debtor. Upon such default;

1. Secured Party, at its option, with or without notice as permitted by law, may (a) declare the unpaid balance on the Bonds and any indebtedness secured by this instrument immediately due and payable, (b) enter on the premises and take possession of, repair, improve use and operate the collateral or make equipment usable, for the purpose of protecting or preserving the collateral, or this lien, or preparing or processing the collateral for sale, and (c) exercise any sale or other rights accorded by law.

2. Debtor (a) agrees to assemble the collateral and make it available to Secured Party at such time(s) and place(s) as designated by Secured Party, and (b) waives all notices, exemptions, compulsory disposition and redemption rights.

3. A default shall exist under any other security instrument held or insured by Secured Party and executed or assumed by Debtor on real or personal property. Likewise, default under such other security instrument shall constitute default under this instrument.

C. Proceeds from disposition of collateral shall be applied first on expenses of retaking, holding, preparing for sale, selling and the like and for payment of reasonable attorneys' fees and legal expenses incurred by Secured Party, second to the satisfaction of prior security interests or liens to the extent required by law, third to the satisfaction of the indebtedness secured by this instrument, fourth to the satisfaction of the subordinate security interests to the extent required by law, fifth to any other obligations of Debtor owing to or insured by Secured Party, and sixth to Debtor. Any proceeds collected under insurance policies shall be applied first on advances and expenditures made by Secured Party, with interest, as provided above, second on the debt evidenced by the Bonds, unless Secured Party consents in writing to their use by Debtor under Secured Party's direction for repair or replacement of the collateral, third on any other obligation of Debtor owing to or insured by Secured Party, and any balance shall be paid to Debtor unless otherwise provided in the insurance policies. Debtor will be liable for any deficiency owed to Secured Party after such disposition of the collateral and insurance.

D. It is the intent of Debtor and Secured Party that to the extent permitted by law and for the purpose of this instrument, no collateral covered by this instrument is or shall become realty or accessioned to other goods.

E. If any provision of this instrument is held invalid or unenforceable, it shall not affect

any other provisions, but this instrument shall be construed as if it had never contained such invalid or unenforceable provision.

F. The rights and privileges of Secured Party under this instrument shall accrue to the benefit of its successors and assigns. All covenants, warranties, representations, and agreements of Debtor contained in this instrument are joint and several and shall bind personal representatives, heirs, successors, and assigns.

G. Secured Party shall have the sole and exclusive rights as the secured party under this instrument, including but not limited to the power to grant or issue any consent, release, subordination, continuation statement or termination statement, and no insured holder shall have any right, title, or interest in or to the security interest created by this instrument or any benefits of it.

H. Failure by the secured Party to exercise any right -- whether once or often- shall not be construed as a waiver of any covenant or condition or the breach of such covenant or condition. Such failure shall also not affect the exercise of such right without notice upon any subsequent breach of the same or any other covenant or condition.

MUNICIPAL BUILDING AUTHORITY
OF CEDAR CITY

By: _____
President

ATTEST:

Secretary

(SEAL)